



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

September 21, 2006

IN REPLY PLEASE
REFER TO FILE: T-6

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
LOCAL GOVERNMENT MATCH PROGRAM
ACCEPT GRANT FUNDING
MOBILE SOURCE AIR POLLUTION REDUCTION REVIEW COMMITTEE
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Accept \$349,000 of grant funding from the Mobile Source Air Pollution Reduction Review Committee (MSRC) of the South Coast Air Quality Management District (AQMD) to fund the County's portion of the work required to develop and implement an interface and establish communications between the City of Los Angeles' Advanced Traffic Control System (ATCS) and the County's Information Exchange Network (IEN) software.
3. Authorize the Director of Public Works, or his designee, to conduct business with AQMD on any and all matters related to this grant, including negotiating and executing a Grant Agreement substantially similar to the enclosed draft Agreement and signing any Amendments and requests for reimbursement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1994, Public Works has administered Intelligent Transportation System (ITS) projects in various cities located within the County and in unincorporated County areas. The IEN is an advanced traffic management system and multijurisdictional network capable of sharing information and control various traffic control systems and field devices. The deployment of the IEN along the I-210 Freeway corridor in 2002 was the first milestone completed in the ITS program. The IEN, once deployed Countywide, will improve regional traffic flow with the exchange of traffic signal data among multiple agencies and will provide a coordinated response to traffic congestion and incidents.

The purpose of this action is to accept grant funding from MSRC to fund the County's portion of the work required to develop and implement an interface and establish communications between the City of Los Angeles' ATCS and the County's IEN software.

Public Works has been working closely with the City of Los Angeles on a project to enable the City's traffic signal data to be incorporated into the IEN and to enable the City to receive data from other agencies currently connected to the IEN. The component of this project to be completed by Public Works involves modifications to the IEN software that will enable the City's data to be displayed. This work is proposed to be completed by Transcore, our IEN consultant, under Agreement No. 001571, that was approved by your Board on July 12, 2005.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility by actively seeking grant funds to augment the County's funding sources. This action also supports the County's Strategic Plan Goal of Service Excellence by improving mobility and safety for residents and motorists through the reduction of traffic congestion, delay, and reduced vehicle emissions.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The MSRC will reimburse the County's share of the project cost up to \$349,000. The total project cost is estimated to be \$1,410,000, with the County's share of this work being \$349,000. The City of Los Angeles is providing the remaining \$1,061,000 in project funds through a grant from the Metropolitan Transportation Authority and City matching funds.

The grant funds will be distributed on a reimbursement basis only upon completion of the software development work and submission of all required reports and invoices.

Consequently, sufficient funds are included in the Department's Fiscal Year 2006-07 Road Fund budget for the ongoing operation of the IEN and its interface with the City of Los Angeles.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your review prior to the departments carrying out the activities covered under the grant. Accordingly, the Grant Management Statement for this grant is enclosed for your review.

The enclosed draft Grant Agreement has been approved as to form by County Counsel. The final Agreement will be approved by County Counsel prior to its execution by the Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The project meets the criteria set forth in Section 15061(b) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

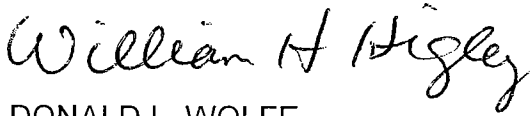
The development and implementation of an interface and the establishment of communications between the City of Los Angeles' ATCS and the County's IEN software improves mobility and safety for residents and motorists through the reduction of traffic congestion, delay, and reduced vehicle emissions.

The Honorable Board of Supervisors
September 21, 2006
Page 4

CONCLUSION

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,


for DONALD L. WOLFE
Director of Public Works

FOV:pc

P:\t\pub\WPFILES\FILES\TRA\MSRC-GRANTS\MSRC Grant City of LA.doc

Enc. (2)

cc: Chief Administrative Office
County Counsel



LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. **PARTIES** - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the County of Los Angeles, Department of Public Works (hereinafter referred to as "CONTRACTOR") whose address is 900 South Fremont Street, Alhambra, California 91803.
2. **RECITALS**
 - A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution in the South Coast Air Basin in the State of California (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Work Statement, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Match Program Application dated September 23, 2004.
3. **DMV FEES** - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. **AUDIT** - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING

- A. PROGRESS REPORTS - A concise *Interim Report* will be submitted at the approximate halfway point in the overall project schedule. The Interim Report should include the following topics, at a minimum: a) tasks completed; b) issues or problems encountered; c) resolutions implemented; and d) progress to date. Any modifications, whether already implemented or planned, to the project description/statement of work, project costs, or project schedule, should be highlighted in the Interim Report.
 - B. FINAL REPORT - CONTRACTOR shall provide AQMD with a comprehensive final report prior to the end of the Contract term. The final report shall be subject to review by the MSRC and approval by AQMD. One letter-size paper copy and one electronic version in Microsoft Word format shall be provided to AQMD. The final report shall be complete and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Contract.
6. TERM - The term of this Contract is eighteen (18) months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional six months at no additional cost. Term extensions greater than six months must be reviewed and approved by the MSRC.
 7. TERMINATION - In the event any party fails to comply with any term or condition of this Contract, or fails to provide the services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Work Statement, this shall constitute a material breach of the Contract. The nonbreaching party shall have the sole and exclusive option either to notify the breaching party that it must cure this breach within fifteen (15) days or provide written notification of its intention to terminate this Contract with thirty (30) day's written notice. Notification shall be provided in the manner set forth in Clause 12 below, entitled - Notices. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party reserves the right to seek any and all remedies provided by law. AQMD will reimburse CONTRACTOR for actual costs incurred (not to exceed the total Contract value), including all noncancellable commitments incurred in performance of this Contract through the effective date of termination for any reason other than breach.
 8. INSURANCE - CONTRACTOR is permissibly self-insured and will maintain self-insurance in accordance with applicable provisions of California law as evidenced by certificate of self-insurance in Attachment 3, herein. CONTRACTOR shall maintain such coverage during the term of this Contract and any extensions thereof. If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR.
 9. INDEMNIFICATION - CONTRACTOR agrees to hold harmless, defend, and indemnify, AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss,

damage, cost, or expenses which AQMD, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by CONTRACTOR, its employees, subcontractors, or agents in the performance of this Contract.

10. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of Three Hundred Forty Nine Thousand Dollars (\$349,000) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment must be prepared in duplicate, on company letterhead, and list AQMD'S contract number, period covered by invoice, and CONTRACTOR'S social security number or Employer Identification Number and submitted to:
 South Coast Air Quality Management District
 21865 Copley Drive
 Diamond Bar, CA 91765-4178
 Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 are completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 are not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the project expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.

11. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766

Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

12. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: County of Los Angeles, Department of Public Works
900 South Fremont Avenue
Alhambra, California 91803
Attn: Jane White

13. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
- B. CONTRACTOR shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

14. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical handicap and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900, et seq.), the Federal

Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this clause and shall include in each such subcontract language similar to this clause.

15. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
16. NON-EFFECT OF WAIVER - CONTRACTOR'S or AQMD'S failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
17. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
18. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.
19. SEVERABILITY - In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.
20. HEADINGS - Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
21. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
22. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any dispute shall be Los Angeles County, California.
23. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost

expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.

24. PREVAILING WAGES – CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

25. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. Requests to expend funds above the Contract value stated in Clause 10.A must be approved prior to the expenditure of additional funds. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.

26. APPROVAL OF SUBCONTRACT
 - A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD's Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
 - B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
 - C. The sole purpose of AQMD's review is to insure that AQMD's contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

27. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and there are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought. The Statement of Work-Attachment 1, The Payment Schedule-Attachment 2, and Supporting Documentation-Attachment 3, are incorporated by reference herein and made a part hereof.

28. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

COUNTY OF LOS ANGELES, DEPARTMENT OF
PUBLIC WORKS

By: _____
Dr. William A. Burke, Chairman, Governing Board

By: _____
Name: _____
Title: _____


Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, District Counsel

By: 

//MSRC04LocalGovtMatch
Updated 7/29/05

Los Angeles County Chief Administrative Office

Grant Management Statement for Grants \$100,000 or More

Department: Public Works

Grant Project Title and Description

County of Los Angeles Information Exchange Network (IEN) and City of Los Angeles Advanced Traffic Control System (ATCS) Traffic Management Software Integration Project

Public Works has received a grant from the Mobile Source Air Pollution Reduction Review Committee (MSRC) of the South Coast Air Quality Management District (AQMD) to fund the County's portion of the work required to develop and implement of an interface and establish communications between the County of Los Angeles Information Exchange Network (IEN) and City of Los Angeles Advanced Traffic Control System (ATCS).

The IEN is an advanced traffic management system and multijurisdictional network capable of sharing information and control of various traffic control systems and field devices. Public Works has been working closely with the City of Los Angeles on a project to enable the City's traffic signal data to be incorporated into the IEN, and to enable the City to receive data from other agencies currently connected to the IEN. The component of this project to be completed by Public Works under this grant involves modifications to the IEN software that will enable the City's data to be displayed.

Funding Agency

South Coast Air Quality Management District

Program (Fed. Grant #/State Bill or Code #)

Local Government Match Program

Grant Acceptance Deadline

N/A

Total Amount of Grant Funding:\$349,000

County Match:\$0

Grant Period:18 months from date of execution of grant agreement

Begin Date:

End Date:

Number of Personnel Hired Under This Grant:

Full Time: 0

Part Time:0

Obligations Imposed on the County When the Grant Expires

| | | |
|---|------------------------------|-----------------------------|
| Will all personnel hired for this program be informed this is a grant-funded program? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Will all personnel hired for this program be placed on temporary ("N") items? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Is the County obligated to continue this program after the grant expires? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| If the County is not obligated to continue this program after the grant expires, the Department will: | | |
| a.) Absorb the program cost without reducing other services | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b.) Identify other revenue sources (describe below) | | |
| | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Impact of additional personnel on existing space:

N/A

Other requirements not mentioned above:

Department Head Signature _____

Date: _____

**Attachment 1
Statement of Work
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05012**

Project Description

CONTRACTOR shall partner with the City of Los Angeles Department of Transportation (LADOT) to develop data links between the LADOT's Automated Traffic Surveillance and Control Center and the Los Angeles County Information Exchange Network (IEN). The IEN is a management tool that provides an interface to multiple agencies' traffic control systems and allows for information from these systems to be viewed by each agency connected to IEN. With IEN, agencies are able to view current traffic conditions, track accidents, and provide response scenarios to adjust traffic signal timing as needed.

Upon completion of this project, the IEN will be capable of receiving LADOT supported/defined data, translating Extensible Markup Language (XML) data into the current standard IEN data format, and populating the data and incident information on the IEN. The data links will enable CONTRACTOR and LADOT to have a two-way exchange of congestion and incident information for multi-jurisdictional arterial coordination and management.

CONTRACTOR shall serve as lead agency and is responsible for completing this project. CONTRACTOR shall provide copy of Memorandum of Understanding (MOU) between participant agencies upon request.

Statement of Work

CONTRACTOR shall complete the following tasks:

Task 1: Fiber Optics – CONTRACTOR shall install fiber optic lines between the IEN and LADOT Traffic Management System

Task 2: Establish Communication Link from IEN to LADOT Traffic Management System

- a. CONTRACTOR shall develop and implement a one-way interface to receive, translate, and populate CONTRACTOR's IEN data onto the City of Los Angeles' traffic management system.
- b. CONTRACTOR shall review the interface and accompanying documentation, and obtain the interface definitions necessary for development of the LADOT to IEN link below.

Task 3: Establish Communication Link from LADOT Traffic Management System to IEN

- a. CONTRACTOR shall develop IEN software to receive the following information:
 - LADOT traffic congestion and signal data
 - LADOT incident reports, public events, and construction activities

Attachment 1
Statement of Work - continued
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05012

- b. Using LADOT data and Web Services Definition Language, CONTRACTOR shall develop an interface to translate the XML data into IEN data and populate the data throughout the IEN.
- c. CONTRACTOR shall implement all aspects of the XML/web services interface for the IEN. CONTRACTOR shall be responsible for procuring the required hardware, including: one workstation for each agency, one server to be hosted by LADOT, three servers to be hosted by CONTRACTOR, and network equipment. CONTRACTOR shall be responsible for establishing the communication network for implementation and testing. CONTRACTOR shall ensure that an acceptance test is performed to verify the interoperability of the interface and work with LADOT to ensure the two-way interfaces shall integrate appropriately.

Task 4: Promotion

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the implementation of the MSRC co-funded project. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Council meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by AQMD staff, unless AQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

Project Schedule (based on date of Contract execution)

| Task | Completion |
|--|-------------------|
| Install fiber optic lines | Month 1 |
| Communication Link from IEN to LADOT Traffic Management System | Month 1 |
| Implementation | Month 3 |
| Review and analysis | Month 4 |
| Communication Link from LADOT Traffic Management System to IEN | |
| Develop software | Month 8 |
| Develop interface | Month 10 |
| Implementation | Month 12 |
| Submit Public Outreach Plan | Month 12 |
| Interim Report | Month 9 |
| Final Report | Month 18 |

Hardware: Four servers, two work stations, network equipment, fiber optic lines

**Attachment 1
Statement of Work - continued
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05012**

Reports

Interim Report – CONTRACTOR shall submit a concise report that documents the status of the tasks at the approximate midpoint of the period of performance.

Final Report – CONTRACTOR shall submit a concise report, in the format provided by AQMD staff, at the end of the project, documenting completion of all contract tasks, as well as project results. At a minimum, the final report shall include the following as a basis for air quality benefits assessment:

- The results of a simulation modeling the data links' improvements to traffic flow; and
- A statement of the assumptions behind the simulation, including the amount of traffic being impacted.

In the event the CONTRACTOR files for bankruptcy or becomes insolvent or discontinues this project, the following items revert to the AQMD for disposition into the AB 2766 Discretionary Fund account:

None

**Attachment 2
Payment Schedule
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05012**

Cost Breakdown

| Purchase Category | Total MSRC Costs | Local Gov't Funds Applied | | Total Cost |
|---|------------------|---------------------------|-----------|-------------|
| | | Contractor | LADOT | |
| Capital Costs | | | | |
| Purchase four servers & two work stations | \$62,088 | \$48,212 | \$0 | \$110,300 |
| Purchase software and network equipment | \$12,665 | \$9,835 | \$0 | \$22,500 |
| Fiber Optics Design and installation | \$0 | \$0 | \$250,000 | \$250,000 |
| Other Costs | | | | |
| Develop and implement XML interface from LADOT data to IEN (direct labor & consultant services) | \$240,472 | \$186,728 | \$0 | \$427,200 |
| Develop and implement interface from IEN data to LADOT (direct labor & consultant services) | \$0 | \$0 | \$540,000 | \$540,000 |
| Administration | \$33,774 | \$26,226 | \$0 | \$60,000 |
| Total Project Costs | \$349,000 | \$271,000 | \$790,000 | \$1,410,000 |

CONTRACTOR shall be reimbursed according to the amounts in "Total MSRC Costs" column stated above upon completion of project.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis.

**Attachment 3
Supporting Documentation
County of Los Angeles
Hereinafter Referred to as CONTRACTOR
Contract Number ML05012**

The supporting documents attached hereto as Attachment 3, represent obligations of the CONTRACTOR. Nothing herein shall be construed as an assumption of duties or obligations by the AQMD or granting any rights to third parties against the AQMD.

1. Proof of Insurance.
2. Letter of Authorization - LADOT

WAYNE K. TANDA
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



JAMES K. HAHN
MAYOR

DEPARTMENT OF
TRANSPORTATION

221 N. FIGUEROA STREET, SUITE 500
LOS ANGELES, CA 90012
(213) 580-1177
FAX: (213) 580-1188

October 21, 2004

Ms. Cynthia Ravenstein
MSRC Contracts Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Dear Ms. Ravenstein:

LOCAL GOVERNMENT MATCH PROGRAM – CITY AND COUNTY OF LOS ANGELES INTELLIGENT TRANSPORTATION SYSTEM INTEGRATION

Per your request, this is a follow-up to my letter of October 13, 2004 relative to the same subject.

I hereby confirm the following:

1. The County of Los Angeles Department of Public Works will be the lead agency to receive the subvention funds from SCAQMD for the above referenced project.
2. The City of Los Angeles' local match share of the MTA-funded City / County Traffic Management Integration Project is \$166,000. Local Proposition C funds will be the source for the City's local match.
3. The City has been budgeted for \$444,000 in FY 2004/05, AB2766 Subvention funds. These funds have been encumbered by this Department for the operation and maintenance of the ATSAC system.

I hope this information is sufficient. Please call me at (213) 580 – 5359 if you need additional information.

Sincerely,

Verej Janoyan
Senior Transportation Engineer

cc: County of Los Angeles, Department of Public Works (Kathi Delegal)



WAYNE K. TANDA
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA



JAMES K. HAHN
MAYOR

DEPARTMENT OF
TRANSPORTATION

221 N. FIGUEROA STREET, SUITE 500
LOS ANGELES, CA 90012
(213) 580-1177
FAX: (213) 580-1188

October 13, 2004

Ms. Cynthia Ravenstein
MSRC Contracts Administrator
South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765

Dear Ms. Ravenstein:

**LOCAL GOVERNMENT MATCH PROGRAM
CITY AND COUNTY OF LOS ANGELES INTELLIGENT TRANSPORTATION
SYSTEM INTEGRATION**

This letter is to confirm our support for the Los Angeles County Department of Public Works' City and County of Los Angeles Intelligent Transportation System Integration Project.

We appreciate and fully support Public Works' effort to reduce traffic congestion along our arterial routes. We received funds from the Metropolitan Transportation Agency to develop our City / County Traffic Management Integration Project and we support using this as a local match for this Project. In addition, we consent to operate and maintain those project elements that will be implemented within our jurisdictional limits.

If you have any questions, please contact me at (213) 580 - 5359.

Sincerely,

Verej Janoyan
Senior Transportation Engineer

cc: County of Los Angeles Department of Public Works (Kathi Delegal)



STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 7002

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

COUNTY OF LOS ANGELES

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause pursuant to Labor Code Section 3702.

EFFECTIVE March 1, 1993

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Reginald W. Cady
DIRECTOR

Mark B. Baker
MANAGER, SELF-INSURANCE PLANS